

William
Robertson

**2012 Philadelphia Security Contractors
Agreement**

Between

**ABM Security Services
AlliedBarton Security Services LLC
G4S Secure Solutions (USA) Inc.
Securitas Security Services USA, Inc.**

And

**Service Employees International Union,
Local 32BJ**

Effective

January 1, 2013 – September 30, 2016

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PREAMBLE

The Employer, the Union and the Union members agree that they will endeavor to treat each other with dignity and respect. The Union and the Employers recognize that the single greatest threat to their continued success is the proliferation of non-union competition in the security industry. As such, it is imperative that the Union and the Employers work together to preserve union jobs by supplying clients with the best possible security services. To this end, the Union and the Employers agree to resolve their problems through the procedures provided for in this Agreement and not by taking internal disputes to the customer for resolution. Only by cooperation and understanding of each other's needs and the realities of the marketplace, can both the Union and the Employers prosper.

ARTICLE 1: RECOGNITION

1. This Agreement shall apply to all of the Employer's full-time and regular part-time security officers at or assigned to Philadelphia Market, excluding managers, supervisors, professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act. For the purposes of this Agreement, Philadelphia shall consist of:

- A. Boundaries of City: The City portion of the Philadelphia market shall consist of the City of Philadelphia.
- B. Boundaries of Central Business District ("CBD"): The CBD portion of the Philadelphia market shall consist of the following: 33rd Street to the Delaware River; Spring Garden Street to South Street.

- All CBD multi-tenant commercial office buildings
- CBD single tenant commercial office buildings greater than 75,000 square feet
- Non-CBD single and multi-tenant commercial office buildings greater than 75,000 square feet
- Government and quasi-governmental accounts (e.g., convention centers, public event venues, transit systems)
- All work on or about airports, except work contracted by freight carriers
- Museums and similar cultural institutions ("similar cultural institutions" is intended to refer to cultural institutions typically open to the public such as, by way of example, performing art centers, but is not intended to include all not-for-profit organizations)
- Higher education (which is not intended to include higher education accounts where the client is a typical commercial office user rather than a traditional campus facility)

- Healthcare facilities where a union represents a substantial portion of the facility's employees
- Other accounts where SEIU represents other employees

If the Employer acquires a new account in a facility or building as described above, such shall be treated as an accretion to the bargaining unit to the extent permitted by law, subject to all other applicable terms and conditions regarding economics and/or exclusions or phase-ins. If the Employer acquires a new account in a facility or building as described above and those workers may not be lawfully accreted to an existing unit, the Employer agrees to honor the recognition procedure provided for in Addendum A.

2. The Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short term events) for up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent. Consent shall not be unreasonably withheld. If an employee performing specialized functions is hired into a permanent position, his or her time performing a specialized function shall count towards his or her probationary period under this Agreement.
3. The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above. Upon execution of this Agreement, the Employer will provide to the Union in writing the name, home address, primary telephone number, work location, job classification, part-time/full-time status, shift information, and wage rate of each employee working at the locations subject to this Agreement. This information shall be transmitted electronically.
4. The Employer shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, primary telephone number, work location, job classification, part-time/full-time status, shift information, and wage rate of each new employee engaged by the Employer subject to this Agreement. This information shall be transmitted electronically.
5. As soon as practical after it has received notification that the Employer has become a service provider at a new covered location, the Employer shall notify the Union in writing of the new location and the date on which it is to commence performing work at that location.

ARTICLE 2: NO DISCRIMINATION

The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or lay-off status because of race, color, ancestry, religion, creed, national origin, age, sex, maternity status, veteran status, sexual orientation or against a

qualified individual with a disability (defined by the Americans with Disabilities Act). No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

ARTICLE 3: UNION MEMBERSHIP

1. To the extent permitted by law, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.
2. Membership in the Union shall be available to each employee on the same terms and conditions generally applicable to other members of the Union and shall not be denied or terminated for reasons other than the failure of such employee to tender the periodic dues or applicable agency fee, and the initiation fee uniformly required as a condition of acquiring or retaining membership.
3. The Employer shall make known to any new hire his or her obligations under this provision, and present such new hire at that time, union membership materials including a membership application and voluntary payroll deduction authorization.
4. On a monthly basis, the Employer shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. Every six months upon request by the union, the Employer shall electronically provide the Union a list of all of its employees covered by this Agreement providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. This information shall be transmitted electronically.
5. The Employer agrees to deduct from the employee's paycheck all initiation fees and periodic dues as required by the Union and voluntary contributions to the Union's Committee on Political Education ("COPE") or American Dream Fund ("ADF") upon presentation by the Union of individual authorizations as required by law, signed by the employees directing their employer to make such deductions from the employee's paycheck each month and remit same to Union not later than the 20th of the month following the month in which such deductions were made.

6. The Union will furnish to the Employer the forms to be used for authorization.
7. The Union will completely defend and indemnify the Employer, and hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken by the Employer at the Union's request for the purpose of complying with any provisions of this Article, including the Employer's termination of any employee for the failure to pay dues or an agency fee, including court costs and reasonable attorney fees. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer and/or settle any legal action with the employer's consent, which shall not be unreasonably withheld.

ARTICLE 4: PROBATIONARY PERIOD

All new employees hired after the effective date of this Agreement shall not be considered regular employees of the Employer until after a probationary period of ninety (90) days. During the probationary period the employees will be represented by the Union and will be covered by all of the terms and conditions, unless otherwise noted herein, of this Agreement but may be discharged or otherwise disciplined without recourse to the grievance procedure in this Agreement.

ARTICLE 5: SENIORITY

1. After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer or at a particular location, whichever is longer. An employee's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or any predecessor employer at the location where the employee currently works, provided that the chain of employment has been unbroken. The chain of employment is broken where an employee is separated from employment with an employer and at a building simultaneously. The burden of establishing a seniority date, if different from the date of hire with the Employer shall be on the employee and based on credible documented proof.

2. Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events:

- a. Resignation, retirement, or voluntary termination;
- b. Discharge for cause;
- c. Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;
- d. Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority, whichever is less; or
- e. Failure to return to work after any leave (including recall from layoff) within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.

3. Within the bargaining unit, assignments, promotions, and the filling of vacancies shall be determined on the basis of seniority, provided that, in the reasonable opinion of the Employer, the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.

4. In the event of a layoff due to a reduction in force in a building, the inverse order of classification seniority shall be followed, provided, however, that for the purpose of this paragraph, seniority shall be based on total length of service in the building.

In cases where there is joint scheduling or regular interchange of employees amongst multiple buildings that are part of a single client, multiple buildings will be treated as "a building" for purposes of layoff, OT Scheduling, and Job Posting.

5. An employee who is laid off shall not be permitted to bump a less senior Employee at another facility or location. However, the laid off Employee shall have the right, for three (3) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided in the reasonable opinion of the Employer the Employee is qualified, suitable, and available to work.

6. Seniority shall be determinative when all other job-related factors are equal among two or more employees who are reasonably qualified for the particular position.

7. The Employer may temporarily or permanently assign an employee to another building, or among other buildings, covered by Article 1 (Recognition) of this Agreement, provided that employees so assigned shall be credited with all accumulated seniority from their previously

assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily, in retaliation or in violation of Article 2 (Non Discrimination).

8. Subject to paragraph 3 above, part-time employees shall be given preference by seniority in bidding for open full-time positions, provided that, in the reasonable opinion of the Employer, the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.

ARTICLE 6: DISCHARGE AND DISCIPLINE

1. Employees may not be discharged or disciplined except for just cause. Any employee discharged or disciplined shall be given written notice of the basis for such discipline or discharge. Upon request, the Union shall be provided with a copy of the notice to the employee of discipline or discharge.

2. All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.

ARTICLE 7: GRIEVANCE/ARBITRATION PROCEDURE

1. Grievance Procedure

For the purpose of this Agreement, a grievance is any difference or dispute between the Employer and the Union, an employee or group of employees concerning the interpretation or application of this Agreement. The parties agree to make prompt and earnest efforts to resolve such matters.

a. The procedure for handling a grievance pertaining to any such difference or dispute which may arise under this Agreement, shall be as follows, except that grievances involving disciplinary suspensions, transfers or terminations may be taken directly to Step 3.

Step 1.

The Union and the immediate supervisor shall attempt to resolve any disputes or differences covered by this Article at the time they arise, or as soon as practicable thereafter. In the event they are unable to resolve the issue, the grievance shall be reduced to writing by the Union, signed by the grievant and submitted to the

Employer's designated representative within ten (10) business days from when the grievant knew or should have known of the facts giving rise to the grievance.

Step 2.

All grievances, other than those concerning discharge or suspension, shall be discussed at a Step 2 meeting between the Union representative and the Employer representative, who shall not be the person who participated in Step 1 on behalf of the Employer, to be scheduled within ten (10) business days of the written grievance. A written decision by the Employer shall be rendered within ten (10) business days of the Step 2 meeting. If the grievance is not deemed resolved after the Step 2 meeting, the Union shall request a Step 3 meeting within ten (10) business days of the Employer's Step 2 written decision.

Step 3.

Following a request for a Step 3 meeting, the Union representative and the Employer representative, who shall not be the person who participated in either Step 1 or Step 2 on behalf of the Employer, shall meet within ten (10) business days. A written decision by the Employer shall be rendered within ten (10) business days of the Step 3 meeting. For all discharge and suspension grievances, the designated Union representative and the designated Employer representative will meet within ten (10) business days of the receipt of the grievance notice in an attempt to resolve the issue.

- b. All grievances not resolved at Step 3 may be submitted at the request of either party to an arbitrator whose decision shall be final and binding on the Union and the Employer. The demand for arbitration must be made in writing within fifteen (15) business days after receipt of the Employer's Step 3 written decision.

2. Arbitration

The parties agree to utilize the Federal Mediation and Conciliation Service to select arbitrators to decide all grievances submitted to arbitration. An arbitrator shall be selected pursuant to the Federal Mediation and Conciliation Service Rules for Labor Arbitrations.

- a. The parties will make every effort to have the arbitration scheduled as soon as practicable.
- b. The fee of the arbitrator and all reasonable expenses involved in the arbitrator's functions shall be borne equally by the Union and the Employer.
- c. If either party asserts that the dispute or difference is not properly a "grievance," the fact that the grievance has been dealt with under the contract grievance machinery shall not be considered by the Arbitrator in determining whether or not the grievance is arbitral.

d. The parties intend that the arbitration shall be governed by the Federal Arbitration Act (FAA). The procedure outlined herein in respect to matters over which the arbitrator has jurisdiction shall be the sole and exclusive method for determination of all such issues, and the decision of the Arbitrator shall be final and binding upon the Union and the Employer. The Arbitrator shall have no authority to add to, or modify, any of the terms of this Agreement.

e. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law.

3. **Time Limits**

a. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties.

b. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.

d. Any grievance shall be considered null and void if not filed and processed by the Union in strict accordance with the time limitations and procedures set forth above.

4. **Employer Initiated Grievances**

The Employer shall have the right to initiate grievances at Step 3 and those grievances must be submitted in writing to the Union within fifteen (15) business days after the Employer knew or should have known of the incident or occurrence giving rise to the grievance.

5. The Union and the Employer intend that the grievance and arbitration provisions in the Collective Bargaining Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employees covered by this agreement unless otherwise set forth or required under applicable law. Such disputes include "wage and hour claims or disputes," which shall include statutory claims over the payment of wages for all time worked, uniform maintenance, training time, rest and meal periods, overtime pay, vacation pay, and all other wage hour related matters. The parties agree that any employee's or employees' wage and hour claims or disputes relative to a violation of wage and hour law shall be resolved through the arbitration process provided for in this Agreement to the extent permitted by law and the employees (by and through the union) shall have access to the arbitration provision in this Agreement for the purpose of resolving any wage and hour claims or disputes.

6. Regarding wage and hour claims or disputes:

- a. The Union has the exclusive right to assert collective or class action grievances or grievances on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the standard provisions of the grievance and arbitration procedure, including the standard deadline by which such grievances must be initiated. The employees (by and through the union) shall be provided all substantive rights and remedies available under applicable law.
- b. Where the Union chooses not to assert a grievance under Section (a) above, an employee may assert claims or disputes to the department of labor or through a civil action on behalf of himself or herself individually concerning a wage and hour claim or dispute and the employee shall be provided all substantive rights and remedies that they would otherwise be entitled to under applicable law. As set forth in paragraph 6a an individual cannot pursue class and/or collective wage and hour claims or disputes to the department of labor or through civil litigation.

7. These provisions are not intended to limit or curtail employees' individual rights. To the contrary, it is the goal of the Company to swiftly and fairly address and resolve employee concerns. In no event shall this Article or this agreement be read to construe a waiver of individual rights to pursue discrimination claims through administrative proceedings or civil actions.

8. The employer and the union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

ARTICLE 8: NO STRIKES, PICKETING OR OTHER INTERRUPTION OF WORK/ NO LOCKOUTS

1. There shall be no strikes (including, but not limited to, economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. In addition, the Union shall not engage in any of the following activities at or concerning any location covered by this Agreement: a) anti-company websites; b) anti-company internet postings or blogs; c) electronic or any other form of negative or anti-company literature or publicity, except literature which is provided only to employees of the company which are represented by the Union and which covers only employment related issues; d) public demonstrations aimed at the Employer; e) encouraging or funding claims or litigation against the Employer except for claims based on a violation of this Agreement; f) engaging in any of the foregoing activities targeting or addressed to the Employer's customers in furtherance of the Union's activities vis-à-vis an Employer. In the event of a strike of another labor group, the Union or any other individual(s) involving the customer's property or operations, the employees will remain on the job for the protection of life, limb, and property, but shall not be required to assume duties outside the scope of this Agreement.

2. The Union acknowledges that security officers' duties may include the apprehension, identification and reporting of, and giving evidence, against any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Employer's or the customer's premises, including members of this bargaining unit, and that the performance of such duties shall not subject security officers to punishment, discipline or charges by the Union.

ARTICLE 9: MANAGEMENT RIGHTS

1. Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of Management, but not intended as a wholly inclusive list of them are the rights: to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer and/or subcontract the same in accordance with Article 26 (Subcontracting); to transfer and/or relocate all of the operation(s) of the business to any location or discontinue such operations, by sale or otherwise in whole or in any part at any time; to establish, increase or decrease the number and/or length of work shifts, their starting and ending times and determine the work duties of Employees; to require that occasional de minimus duties other than normally assigned be performed; to select supervisory employees; to train Employees; to discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the operational needs of the business consistent with applicable laws; to discipline, suspend, and discharge for just cause subject to the terms of the Agreement; to relieve Employees from duty due to lack of work or any other legitimate operational reason; to cease acting as a contractor at any location or cease performing certain functions at a location, even though Employees at that location may be terminated or relieved from duty as a result.

2. Any of the rights, power or authority the Employer has when there was no Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union, except those specifically abridged or modified by this Agreement and any supplementary subsequent agreement which may be made and executed by the parties.

3. The Employer shall also have the right to promulgate, post and enforce reasonable rules and regulations governing the conduct of Employees during working hours provided they are consistent with the terms of the Agreement and the Union is provided with reasonable notice of changes to the rules or regulations. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.

4. The foregoing statements of management rights and Employer functions are not exclusive, and shall not be construed to limit or exclude any other inherent management rights not specifically enumerated.

5. The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer or tenant demands that the Employer remove an Employee from further employment at an account or location, the Employer shall have the right to comply with such demand. However, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in pay wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the Employer's suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee. When informed of the possibility of a layoff under this paragraph, the employee shall have ten (10) days in which to notify the Employer if he or she wishes to accept a position with the Employer at another location. (If the employee is no longer working during any portion of this ten-day period, the foregoing sentence shall not impose any obligation on the Employer to pay the employee for any such non-working days.) Before any other employees are hired, the Employer shall hire individuals who have chosen to go onto the recall list, provided they are qualified, suitable, and available to work. Recall rights hereunder are in order of Employer seniority within classification. There shall be no bumping rights in conjunction with this paragraph. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

6. Transfers or removals of employees because of a reduction in force shall not be arbitrary, retaliatory or in violation of Article 2 (No Discrimination). The Employer shall make its best effort to promptly notify the Union, where possible in advance, of any significant reductions in the number of employees assigned to any work location covered by this Agreement.

ARTICLE 10: WAGE INCREASES AND MINIMUMS

1. The following wage tables will govern the minimum wages and wage increases for all accounts, following this Agreement's effective date, except those subject to rider agreements. The terms of rider agreements shall continue to apply for employees subject to said riders for the duration of their respective terms. Wage increases or minimum rates shall not apply retroactively at any location where the Union is recognized as the bargaining representative after the effective date of this Agreement.

<u>DATE</u>	<u>WAGE INCREASE</u>	<u>MINIMUM</u>
1/1/13	25 cents	\$ 9.25
7/1/13	25 cents	\$9.25
1/1/14	30 cents	\$9.50
1/1/15	45 cents	\$10.00
1/1/16	45 cents	\$10.25

Any general wage increase the employee is entitled to is granted first, then if the employee is still below the contract minimum rate, the employee is moved to the minimum rate

2. Where required by a client account, an Employer may implement an increase in the wage rates set forth in this Article in the twelve months preceding the date on which the increase becomes due, so long as the Employer provides the Union with advanced notice of the proposed increase and obtains the Union's consent, which consent shall not be unreasonable withheld. In such event, the increase shall be credited and count toward any required annual increases as set forth and required by this Article.

3. Accounts subject to prevailing wage laws shall not be subject to the economic terms herein. The parties shall negotiate riders for such accounts. In the event the parties cannot agree on the terms of such riders, upon 45 days written notice, Article 8, "No Strike" shall not apply to any such account.

ARTICLE 11: HEALTH BENEFITS

1. The parties agree that the Employer shall maintain those Employer provided health care plans in effect as of the effective date of this Agreement, and in doing so, shall not materially alter said plans during the terms of this Agreement.

Employees classified as "full-time" and who continue to work a minimum of thirty (30) hours per week will be covered on the first of the month which follows completion of their probationary period described in Article 4 and consistent with Section 10 of this Article. To maintain eligibility, for purposes of this subsection, "full-time hours" means that an Employee's hours worked shall average out to a minimum of thirty (30) hours per week, calculated over a ninety (90) day period. All hours for which pay is received and hours on approved leave of absence (not to exceed thirty (30) days) shall count toward the calculation of the average hours for the purpose of maintaining eligibility. The Employer will calculate the eligibility on a monthly basis.

The Employer will make reasonable efforts to notify full-time employees whose average hours drop below 30 hours during a month period, however, failure to do so will not result in altering the employee eligibility or Employers payment responsibilities. An employee who does not average 30 hours per week for a ninety (90) day period will fall out of eligibility the following month and no employer contribution will be due for that month. The employer will notify the funds of members who do not meet the eligibility requirements by the 20th day of the month following the last month employee met 30 hour average over 90 days. Failure to report by the 20th of the month will hold the employer responsible for contributions on a pro-rated basis up until the notification is made to the fund. The foregoing obligation shall not be applicable to situations involving employee terminations and/or circumstances where an employee is hired by a successor contractor.

For example, on July 1st the Employer conducts the ninety (90) day look period back to April 1st. If during that 90 day look back period Employee averages thirty (30) hours per week or more, he/she shall receive healthcare coverage for the month of July. If on the other hand, the Employee does not average thirty (30) hours per week during the ninety (90) day look back period, he/she will not receive healthcare coverage for the month beginning August 1st. The Employee will receive healthcare during the month of July and the employer shall make contributions for the month of July but shall not make contributions in August. Thereafter, the Employer will conduct next look back on August 1st to determine eligibility beginning September 1st.

2. Commencing January 1, 2014, the Employer shall make contributions to a health trust fund known as the "32BJ Health Fund" payable when and how the Trustees determine, to cover employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund.

3. The monthly contribution for each employee who regularly works at thirty hours (30) or more per week shall be:

Effective January 1, 2014, \$338 per eligible employee
Effective January 1, 2015, \$366 per eligible employee
Effective January 1, 2016, \$394 per eligible employee

4. If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties will negotiate such change as may be required by law.

5. The Employer shall not change the employee's schedule by reducing the hours on which the employee works such that the Employer avoids its obligation under this Agreement or any rider to make contributions for health benefits for such employees, nor shall the Employer change the structure of scheduled hours on any account/site solely for the purpose of limiting or reducing health care eligibility. If the Employer intends to reduce the overall number of hours regularly to a client account because of a change in client specification, to the greatest extent possible, the Employer shall implement such reduction in a manner that would avoid reducing the Employer's obligation to make contributions for health benefits for employees assigned to such account.

6. If the Employer fails to make required reports or payments to the Health Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and, liquidated damages as provided in the Fund's trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

7. If the Employer is regularly or consistently delinquent in Fund payments, it may be required, at the option of the Trustees of the Fund, to provide the Trust Fund with security guaranteeing prompt payment of such payments.

8. By agreeing to make the required payments into the Fund, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law. Notwithstanding the foregoing, it is agreed by the parties, other than any negotiated and agreed upon changes to the contributions outlined in this Article, no other increases to the rates set forth in this Article can or will occur, or be required to be paid, by the Employer during the term of this Agreement.

9. With regard to healthcare eligibility for employees, the following shall apply as it relates to lay-offs, seasonal or otherwise:

- a. Laid-off employees who, because of reassignment/transfer, obtain full-time positions following a layoff will receive healthcare coverage while employed in their newly assigned position in the manner and scope extended to employees at the site to which he/she is reassigned/transferred;
- b. Laid-off employees who, because of reassignment/transfer, obtain part-time positions following a layoff will receive healthcare coverage while employed in their newly assigned position in the manner and scope extended to employees at the site to which he/she is reassigned/transferred.
- c. Laid-off employees who fail to obtain full-time or part-time positions, due to a lack of reassignment or transfer, shall not be eligible to continue to receive healthcare coverage until such time as they are recalled to a position wherein they are eligible for healthcare coverage.

Post probationary employees whose schedule change due to a, b, or c above will have their healthcare eligibility based on their regularly scheduled hours until they reach 90 days in the new position and then the 90 day lookback period shall begin. Employees whose schedule change due to a, b, or c above who are regularly scheduled at less than thirty (30) hours will not receive healthcare and the Employer shall not be responsible for contributions. Employees who whose schedule change due to a, b, or c above who are

regularly scheduled thirty (30) hours or more shall receive healthcare and employers shall be responsible for contributions.

10. Unless otherwise specified in this Agreement, newly hired employees shall have a healthcare eligibility waiting period until the first day of the month following ninety days of employment and Employer contributions shall be made on behalf of newly hired healthcare eligible employees on the first of the month after ninety days. If this section is not compliant with federal law, the healthcare eligibility shall be determined after ninety (90) days of employment and employer contributions on eligible employees shall begin after ninety (90) days of employment. Employers shall only be responsible for the pro-rated days of the month for employees who meet eligibility mid-month. The foregoing obligation shall not be applicable to situations involving employee terminations and/or circumstances where an employee is hired by a successor contractor.

11. The Employer shall maintain their current definition of full-time through December 31, 2013. Effective January 1, 2014 full-time shall be determined as those employees regularly scheduled thirty (30) hours per week or more.

ARTICLE 12: HOLIDAYS

1. All full time and regular part-time employees shall be entitled to seven holidays each year, as enumerated below:

January 1st

Martin Luther King Jr. Day

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas

2. In the event an employee works on a holiday, the employee shall receive time and half for all hours worked with a minimum of four hours. Employees who do not work on the Holiday shall not be paid.

3. The following dates are when Holiday premium pay shall be paid for hours worked.

2013

New Year's Day	Tuesday, January 1st
Martin Luther King Jr's Birthday	Monday, January 21 st
Memorial Day	Monday, May 27th
Fourth of July	Thursday, July 4th
Labor Day	Monday, September 2nd
Thanksgiving Day	Thursday, November 28th
Christmas Day	Wednesday, December 25th

2014

New Year's Day	Wednesday, January 1st
Dr. Martin Luther King Jr's Birthday	Monday, January 20 th
Memorial Day	Monday, May 26th
Fourth of July	Friday, July 4th
Labor Day	Monday, September 1st
Thanksgiving Day	Thursday, November 27 th
Christmas Day	Thursday, December 25 th

2015

New Year's Day	Thursday, January 1st
Dr. Martin Luther King Jr's Birthday	Monday, January 19 th
Memorial Day	Monday, May 25th
Fourth of July	Saturday, July 4th
Labor Day	Monday, September 7th
Thanksgiving Day	Thursday, November 26 th
Christmas Day	Friday, December 25 th

2016

New Year's Day	Friday, January 1st
Dr. Martin Luther King Jr's Birthday	Monday, January 18 th
Memorial Day	Monday, May 30 th
Fourth of July	Monday, July 4 th
Labor Day	Monday, September 5 th

ARTICLE 13: VACATION

1. **Schedule.** Following one year of employment, all regularly scheduled full-time employees shall be eligible to receive paid vacation leave under the schedule below:

<u>a. Years of Service</u>	<u>Vacation Leave Entitlement</u>
i. 1 year, but less than 3	1 week
ii. 3 years, but less than 10	2 weeks
iii. 10 years or more	3 weeks

Employees shall receive their full allotment of vacation upon reaching their anniversary. For example, employees reaching their one year anniversary shall receive 1 week vacation. Vacation is determined by the hours worked in the previous year. Employers that use a calendar year vacation system shall not have an accrual system that provides less than the anniversary system.

"Week" refers to the employee's regularly scheduled workweek, not inclusive of overtime.

2. **Pay.** Vacations shall be paid at the employee's regular straight-time hourly rate of pay.

3. **Credit.** Time-off work credited as paid vacation leave shall count as hours worked, for purposes of determining eligibility for vacation leave under this provision.

4. **Discretion.** The actual time of taking any vacation leave shall be subject to the Employer's reasonable discretion, so that the normal flow of operations will not be impeded.

5. **Unused Leave.** In the event that the service of an employee is terminated, whether voluntarily or involuntarily, the employee shall receive vacation pay for any unused vacation leave that the employee earned at the time of termination.

6. **Return From Vacation.** An employee returning from approved vacation shall be restored to the location and position (including hours and shift) that he or she held prior to the vacation.

7. Payouts of vacation shall be done in accordance with Employer payroll practices.

8. The employer shall maintain their current definition of full-time through December 31, 2013. Effective, January 1, 2014 full-time shall be determined as those employees regularly scheduled 30 hours per week or more.

ARTICLE 14: PAID TIME OFF

1. Effective January 1, 2014, regularly scheduled full time employees with two years seniority shall be granted one paid day off per year for use due to *bona fide* illness or injury or to attend a doctor's appointment, or for any other reason at the employee's discretion. Employers that use a calendar year paid time off system shall not have an accrual system that provides less than the anniversary system.
2. Effective January 1, 2015, full-time employees with three years seniority shall be granted two paid days off per calendar year.
3. Except where a personal day is for unanticipated illnesses or injuries, the employee must provide ten (10) calendar days advance notice to the Employer of his or her intention to use a personal day, and obtain the Employer's prior approval. Such approval shall not be unreasonably withheld.
4. Personal days may be used in no less than half day increments.
5. Paid time off accumulation is not eligible for cash out, nor can it be carried forward from year to year.
6. Alternate Use. Eligible employees are entitled to use paid time off they have earned to attend the funeral for the employee's spouse, parent, child, grandparent, grandchild, or sibling. One of the days off must be the day of the funeral, the days must be consecutive, and the employees must have been scheduled to work the days for which they are claiming pay. In order to be eligible for payment, they must furnish proof of their relationship with the deceased and proof of their funeral attendance. Full-time employees will be entitled to a maximum of eight hours' worth of pay at the full-time employee's current wage rate, then in effect at the time of the funeral, for each day they lose work.
7. The employer shall maintain their current definition of full-time through December 31, 2013. Effective, January 1, 2014 full-time shall be determined as those employees regularly scheduled 30 hours per week or more.

ARTICLE 15: BEREAVEMENT LEAVE

1. In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister, grandparent), shall be granted up to three days unpaid leave. Vacation may be used with the Employer's approval. Leave must be coordinated through the employee's supervisor.

2. Employees who have to travel to a distant location because of the death in the employee's immediate family (as defined above) may be granted an unpaid leave of absence for up to thirty (30) calendar days (in addition to the paid leave provided for in Articles 13 and 14). Requests for such leave shall not be unreasonably withheld. The employee shall notify the Employer of the date he or she will return to work.

An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified.

ARTICLE 16: JURY DUTY

Employees shall receive leave and wages for days served performing jury duty, pursuant to applicable law. An Employee may be required to submit proof of jury duty and/or proof that he/she was paid for such service.

ARTICLE 17: WORKWEEK, OVERTIME, BREAKS

1. The workweek shall be the Employer's established weekly pay period in accordance with Employer's payroll policy. This Section shall not be construed as a guarantee of any number of worked days per week or hours worked per day. An employee will be granted a minimum of one (1) day off in each workweek. Unless otherwise required by law, all work performed in excess of forty (40) hours in one workweek shall constitute overtime and shall be paid for at the rate of time and one-half the employee's hourly rate.

2. Other than in extreme or emergency circumstances, no employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. Under no circumstances shall an employee be disciplined for refusing to work more than sixteen (16) hours in any twenty-four (24) hour period. If any employee is required to work beyond his or her regularly scheduled hours in any day, such employee shall be paid therefore and shall not be required to take compensatory time off.

3. Work schedules for the following week will be made available to employees pursuant to the Employer's scheduling policy. The Employer may, with reasonable notice, change the schedule of an employee to provide coverage for call-offs, vacations, illness or other unforeseen situations. Other than in the case of formal disciplinary suspension, no employee shall have his/her schedule reduced as a form of discipline.

4. Employees required to secure a standing post shall be permitted to sit down at reasonable intervals.

5. Meal and Rest Periods:

a. Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty or when an on-the-job paid meal period is agreed to in a written agreement between the Employer and employee. The parties agree that the nature of the work performed by a security officer may prevent him or her from being relieved of all duties necessitating an on-the-job paid meal period.

b. This valid collective bargaining agreement expressly provides for the wages, hours of work, and working conditions of employees, and expressly provides for meal periods for those employees, final and binding arbitration of disputes concerning application of its meal period provisions, premium wage rates for all overtime hours worked, and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate.

c. On-Duty Meal Periods:(for sites where employees take paid, on-duty meal breaks)
The terms of the on-duty meal period are as follows:

- (1) For each normal work shift, designated Employees shall take a 30 minute, paid, on-duty meal period. On-duty meal periods shall be considered time worked. Employees shall be provided a place to take their meal periods. Employees shall not leave the work site during the 30 minute, paid, on-duty meal periods.
- (2) Employees who work longer than 10 hours in a work shift shall be entitled to a second 30 minute paid, on-duty meal period. The employees shall not leave the work site during that second 30 minute paid, on-duty meal period.

d. Off-Duty Meal Breaks(for sites where employees take unpaid, off-duty meal breaks.)
The terms of the off-duty meal period are as follows:

- (1) For each normal work shift, designated Employees shall take a 30 minute, unpaid, off-duty meal period. Off-duty meal periods shall not be considered time worked. Employees shall not perform any work and shall be allowed to leave the work site during the 30 minute, unpaid, off-duty meal period.
- (2) To the extent that an employee works longer than 10 hours, he or she shall be entitled to a second 30 minute unpaid, off-duty meal period.

e. Rest Periods: Employees shall be provided a rest period of not less than 10 consecutive minutes for each 4 hours worked (or major portion thereof) occurring as near as possible to the middle of the work period. For example, if employee begins work at 8 am, a rest period shall be provided as near as possible to 10 am.

f. Meal and Rest Period Report: If an employee misses a meal or rest period, within 72 hours, the employee shall complete a Meal and Rest Period Report, in writing, and

provide to management. The Union and the Employer shall agree upon the form of the Meal and Rest Period Report. No employee shall be subjected to discipline, termination or other adverse action because he/she filed a Meal and Rest Period Report.

g. If any state or local law, regulation or wage order dealing with meal and/or rest periods provides more generous terms to the employee than are provided herein, the state or local law, regulation or wage order shall prevail.

6. The Employer will rotate scheduled overtime among interested employees at a building. Employees will show interest by signing a list the Employer makes available on site for up for at least 2 weeks each six months. Employees who refuse OT three times can be dropped from the list for six months at the Employers option.

Where work is seasonal or intermittent with planned layoffs , the Employer will recall employees to their previous positions as those positions become available subject to the limitation in Article 5.2.e.

7. The Employer shall not change employees schedules for the purpose of avoiding overtime payments.

ARTICLE 18: JOB VACANCIES, TRANSFERS AND CAREER ADVANCEMENT

1. The Employer shall maintain a current posting of permanent bargaining unit job openings at its branch office showing all openings in the locations covered by this Agreement, and shall provide, upon written request by the Union, a copy of such posting or otherwise make it available to the Union.

2. The Employer shall also maintain a bargaining unit Job Vacancy/Transfer/Advancement list at its branch office and shall provide a copy of the appropriate updated list to the Union upon written request by the Union. An employee who desires to change site location, work assignment or shift shall put his/her name on this list indicating his/her desired shift, work assignment, location or geographic area, and/or wage rate, as appropriate.

When a permanent position arises at a location covered under this Agreement, the Employer shall give first consideration to the employees on the bargaining unit Job Vacancy/Transfer/Advancement list in order of seniority whose request matches the vacant position. Assuming that in the reasonable opinion of the Employer the employee is qualified, suitable, and available for work.

3. An employee who is placed in a permanent position pursuant to this procedure shall not be listed on the next updated bargaining unit Job Vacancy/Transfer/Advancement list with the information on his/her placement, and shall be removed from the following updated list and shall not be eligible to put his/her name on the list for a period of six (6) months.

4. In the event a bargaining unit promotional opportunity arises at the job site, in deciding on the employee to be promoted, all employees steadily employed at the job site will be considered along with other persons, with respect to the following factors.

- a) Seniority
- b) Qualifications
- c) Availability
- d) Prior Work record
- e) Leadership skills, if required; and
- f) Any other required skills

Where all factors other than seniority are equal, an employee with the greatest seniority employed on the job site shall be selected over all others.

ARTICLE 19: UNIFORMS

1. The Employer shall provide appropriate uniforms to Employees without cost to the Employee. Employees will use either wash and wear, or dry clean only uniforms. For the wash and wear uniforms the employee shall maintain the uniform in the same manner that employee maintains normal off-duty clothes. The wash and wear uniforms do not require any special and unique maintenance. The maintenance for wash and wear is to wash, dry and hang. If employee is required to have uniforms dry cleaned, the employer will pay the costs, or provide the dry cleaned uniforms. In the case of dry cleaning, the Employer shall establish the frequency and schedule regarding dry cleaning.

2. All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment.

3. The Employee shall be held financially responsible for failure to return all items issued upon termination and for any damage other than normal wear and tear.

4. The Employer will not require a security deposit for uniforms and if Employer currently maintains a security deposit, it will be returned by January 31, 2013.

ARTICLE 20: 401K FUND

Regular full-time employees shall be eligible to participate in the Employer-sponsored 401k savings plan in accordance with the terms and conditions of such plan as it may be amended. The Employer shall continue its matching contribution at the current rate; however, such matching contribution remains within the Employer's sole discretion and is subject to change from year to year. Each year, the Employer will advise participating employees and the Union as to whether the Employer will make a matching contribution to the plan and the amount of such contribution.

ARTICLE 21: CONTRACTOR TRANSITION

1. Whenever the employer takes over the servicing of any job location, building or establishment covered by this agreement, the employer agrees to retain all permanent employees at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided that employment will be offered to those employees who satisfy the hiring and employment standards of the employer. If a customer demands that the incoming employer remove an employee from continued employment at the location, the employer shall have the right to comply with such demand and not offer that employee employment. In the event the employer elects to retain said employee, the employer agrees to honor seniority for wage and benefit purposes, and shall not require the employee to serve a probationary period as described in article 4 (probationary period).
2. The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee to the date of the takeover.
3. Subject to the provisions of Article 5 (Seniority), when an incumbent officer is not hired by the new contractor, the outgoing Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option or where the Employer has no other account vacancies, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the employer's suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee with the outgoing Employer.
4. The Employer shall notify the Union, as soon as practicable, once it has knowledge that a non-union security contractor is bidding on a covered account currently serviced by the Employer.

5. The Employer shall notify the Union, as soon as practicable, once it receives written cancellation of a covered account or job location.
6. New Non-Union Buildings
 - a. If after this Agreement has been implemented, the Employer desires to bid, or is awarded a contract to provide security at a location that falls within the categories of facilities covered by this Agreement, but which otherwise was not subject to this Agreement under the last security contractor at that location, the Employer shall set the wages and benefits, provided the non-economic provisions of this Agreement shall apply to that particular building. Thereafter, a 24-month phase-in period to the market standard will apply, except as otherwise agreed.
 - b. Any economic phase-in schedule agreed to by the parties shall not be deemed a violation of the Most Favored Nations provision as long as the phase-in schedule is extended to any other signatory Employer who performs work at that particular account. That schedule shall be reduced to writing and shall be provided to other Companies upon request. Any Employer who takes over a building where a phase-in schedule is already in effect, shall have the benefit of and be bound by that phase-in schedule.
7. If the Employer takes over a job subject to a Rider agreement with the Union providing less wages and benefits than provided herein, it may adopt the Rider with regard to economic terms applicable to that account or location, rather than applying the economic terms of this Agreement.
8. The successor Employer shall, at its sole discretion depending on business needs, permit an employee, upon two (2) week's notice, to take unpaid leave equal to the *pro rata* accrued vacation time that the predecessor Employer paid to the employee, upon credible proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.
9. Upon the Union's written request, an outgoing Employer shall provide to the Union within ten (10) business days from when the Union provides a written request, the names of all employees at the account or location, their wage rates, full or part-time status, dates of hire, and seniority, except for any employees that are being transferred to another account or location before the transition.
10. The Employer shall make its best effort to notify the Union that it is taking over an account or location covered by this agreement at least ten (10) business days prior to commencement of services at the account or location or within 5 days of being awarded the account covered by this agreement, whichever comes first.

ARTICLE 22: TRAINING

1. The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training meets all applicable standards and ensures a high level of customer service.
2. Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains sole discretion to determine the type and scope of such training. In addition, the Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate.
3. Employees shall not be required to pay for the cost of any training required by the Employer. To the extent permitted by law, the Employees shall be responsible, however, for the payment of all applicable state licensing fees. All individuals who desire to work for the Employer must complete basic training prior to beginning their employment. Any time spent in post-hiring employer mandated training shall be paid at the officer's regular rate of pay.

ARTICLE 23: PAYROLL

1. Wages shall be paid in accordance with the Employer's regular payroll procedures. Employees may request pay statements itemizing hours worked, rates of pay, and any deductions from their pay.
2. The Employer may require that, at no cost to the Employee, an Employee's check be electronically deposited at the Employee's designated bank, or that other improved technologies methods of payment be used. The union shall be notified by the Employer of this arrangement.
3. The Employer shall issue paychecks no less frequently than semi-monthly or bi-weekly.

ARTICLE 24: LEAVES OF ABSENCE

1. Once during the term of this Agreement, Employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, if they have been employed for at least one (1) year. The Employer shall not unreasonably withhold approval of such leave, providing that it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency.

2. The Employer shall provide Employees with unpaid leaves of absence for Union-related activities, where practicable. Employees on Union-related leave shall accrue seniority. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time, and agree that the number and duration of such leaves shall be reasonable.

3. Employee seniority does not accrue but is not broken during authorized leaves of absence, except where required by law and as provided in section 24.2. Individuals on unpaid leave shall not accrue vacation. Unpaid time off may affect eligibility for vacation and health and welfare benefits.

4. The Employer agrees to comply with the provisions of applicable state and federal family leave laws.

5. All applicable statutes and valid regulations about reinstatement and employment of veterans shall be observed.

ARTICLE 25: UNION VISITATION

1. Where possible and barring the clients objection, the Company shall permit the posting of Union bulletins at the Company's premises and sites in designated areas, provided such bulletins do not disparage the Company or the client.

2. Official representatives of the Union shall be allowed to visit locations served by the Employer, and to visit with the employees on the job for the purposes of determining that this Agreement is being carried out, provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation, or the employee's performance of work, and there is no objection by the Employer's client. Any Union official who wishes to visit or contact employees while on the job shall provide advance notification to the Employer's management of his/her intention to do so prior to their anticipated arrival on the job site or the Employer's office with two (2) business days notification and specify the property he or she wants to visit. The Union shall not use public areas to circumvent the intent of this article in terms of providing otherwise required notice before meeting with employees on the clock.

3. Union Shop Stewards shall have reasonable freedom to perform their duties during non-working time, provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation or the employee's performance of work, and there is no objection by the Employer's client. The Union shall notify the Employer in writing of the names of all Stewards at the time of selection. Any change in Shop Stewards will also be communicated in writing to the Employer.

ARTICLE 26: SUBCONTRACTING

The Employer, during the life of this Agreement, shall have the right to subcontract work not being performed by bargaining unit employees under this agreement.

ARTICLE 27: IMMIGRATION

1. In the event an issue arises involving the employment eligibility or social security number of an employee, the Employer shall promptly notify the employee in writing. Upon request, the Employer shall provide the Union with a copy of any correspondence or notice which the Employer receives regarding the immigration or work-authorization status of a bargaining unit employee.
2. If a question regarding an employee's immigration or work-authorization status arises and the employee takes leave to correct any immigration related problems or issues, the Employer, upon the employee's return, shall hire the employee into the next available job for which he or she is qualified.
3. Any lawful corrections in an employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

ARTICLE 28: COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mentioned herein, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of with/or both of the parties at the time they negotiated or signed the Agreement, except as required by law.

ARTICLE 29: SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of any successor to, or assignee of, the Employer or the Union; provided that neither party may assign this Agreement without the prior written consent of the other party.

ARTICLE 30: SAVINGS CLAUSE

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to the law as closely to its bargained for purposes permissible by law and to agree on a revised provision that as closely as legally possible mirrors the purpose of such invalidated provision(s). If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

ARTICLE 31: MOST FAVORED NATIONS

1. If during the term of this Agreement, the Union enters into or honors an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities covered by this Agreement that provides for more favorable hours, wages and/or terms and conditions of employment (as that phrase has been defined under the National Labor Relations Act, as amended) than those set forth in this Master Agreement, any Employer bound by this Master Agreement shall be entitled to said more favorable hours, wages and/or terms and conditions upon request. To effectuate this Article of the parties' Master Agreement, the Union agrees to disclose the existence of any written or oral agreement or understanding it has or may have with any other Employer or group of Employers (and to provide copies of any such agreement or detailed summary of any oral agreement within five business days after the Union enters into same.)

2. The provisions of the foregoing paragraph will not be deemed to prohibit the Union from offering more favorable terms and conditions to another Employer with respect to individual accounts as part of an appropriate transitional process of such account to unionization; provided however, that any Employer bound by this Master Agreement shall be entitled said more favorable terms and conditions in respect of such account; and provided further, that any Employer who becomes signatory to this agreement after the effective date will be required to immediately bid all new accounts within the scope of the Recognition article in compliance with all terms and conditions of this Agreement in their entirety, unless otherwise provided for herein.

3. If the Employer believes that the Union has entered into or is honoring an agreement or understanding that is more favorable as defined herein, the Employer shall notify the Union and the parties shall meet and confer to discuss such within the next 72 hours.

If the matter has not been resolved within 72 hours of notification to the Union, the Employer may submit the matter for arbitration pursuant to the arbitration process set forth in Article 7 of this Agreement.

The arbitrator shall decide the issue of whether or not the Union has entered into or is honoring an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities covered by this Agreement at a particular location that would allow the Employer to be granted similar conditions as defined above.

ARTICLE 32: MAINTENANCE OF CONDITIONS

Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by an individual employee.

ARTICLE 33: DURATION

1. This Agreement shall take effect January 1, 2013 and shall expire midnight September 30, 2016.

2. Upon the expiration date of this Agreement as set forth above, it shall renew thereafter year to year unless either party desires to modify or terminate the Agreement at the end of its term. Written notice regarding a party's intent to modify or terminate the Agreement must be provided to the other party at least sixty (60) days prior to the expiration date of the Agreement.

SEIU Local 32BJ

Date:

1-8-2013

ABM Security

Date:

1-29-2013

Allied Barton Security Services, LLC

Date:

1-10-13

G4S Secure Solutions (USA) Inc.

Date:

1/11/13

Securitas Security Services USA, Inc.

Date:

1-11-2013

ADDENDUM A: EMPLOYEE FREE CHOICE PROCEDURE

The Union and the Employer adopt the following procedure (the "Employee Free Choice Procedure") for determining employee representation issues.

1. The Employer and Union recognize that national labor law guarantees employees the right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.
2. The Employer agrees to remain neutral with respect to the unionization of their security officers by SEIU at any account within the scope of this agreement. Neither a Employer nor its supervisors or representatives will take a position or make a statement in favor of, or opposed to, unionization by SEIU. The form neutrality letter attached hereto as Attachment 1 shall be the only communication from the Employer, its supervisors and representatives to its employees regarding unionization with Union.
3. The Employer agrees (i) to circulate the attached neutrality letter on company letterhead to the covered employees and (ii) upon the Union's request to provide a list of the names, addresses, phone numbers, work locations and shifts of covered employees in the applicable market. The Employer shall update the list upon reasonable written request by SEIU. All information provided to SEIU shall be confidential and shall be used only for purposes of the Employee Free Choice Procedure.
4. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee due to the fact that such employee has joined or engaged in lawful activity in support of the Union. The Union shall not engage in strikes or other economic action, including picketing, in conjunction with its organizing efforts under this procedure, and its representatives will not coerce or threaten employees of the Employer, or make defamatory remarks about the Employer or their respective customers, in an effort to obtain authorization cards.
5. The Union may solicit authorization cards from employees, at the Union's expense, through various methods, including meetings and visits to the employees; provided that no such solicitations shall take place during working time and Union representatives shall not approach employees at customer locations while they are on duty. The Union may meet with employees during non-work time in areas in to which the general public is invited, such as food courts, malls, parking lots, and open air plazas.
6. The Union must legally obtain authorization cards signed by greater than fifty percent of the bargaining unit employees. The parties agree to designate the American Arbitration Association (AAA) for the purpose of overseeing and verifying the result of the authorization card process. Once the Union has obtained authorization cards signed by greater than fifty percent of the security officers employed in a bargaining unit covered by this Agreement, the Union may notify the Employer in writing that it is requesting recognition for that bargaining unit. Within ten (10) calendar days after the Union's notification of its claim of majority status, the Union shall submit the signed authorization cards, and the Employer shall submit a list of its

bargaining unit employees as of the date of SEIU's request for recognition (final employee list) to the AAA to verify the Union's claim of majority status ("Verification Submission"). No less than 48 hours before the verification meeting with AAA, the Employer shall provide the Union with a copy of this final employee list. The Union may not submit cards that have been signed after the date of the Union's request for recognition. The AAA shall count the authorization cards presented by the Union and shall determine whether the Union has presented authorization cards from greater than fifty percent of the employees in the bargaining unit. This process may include the review of other documents signed by employees so that the AAA may verify employee signatures on authorization cards. If the Union demonstrates and the AAA confirms that a majority of the workers in the unit have signed cards authorizing the Union to represent them, the Employer shall recognize the Union as the Bargaining Representative as of the date of the Union's request for recognition and the Employer shall include those employees in the unit of the Employer that already exists under this Agreement. The parties may agree to count authorization cards and verify majority support without the services of the AAA.

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